

**WAYS AND MEANS COMMITTEE
OF THE
SUFFOLK COUNTY LEGISLATURE**

Minutes

A meeting of the Ways and Means committee of the Suffolk County Legislature was held at the William H. Rogers Legislature Building, 725 Veterans Memorial Highway, Smithtown, NY 11787 on Monday, **September 25, 2002** in the Rose Y. Caracappa Auditorium at 1:30 P.M.

Members Present:

Legislator Allan Binder, Member
Legislator Ginny Fields, Member
Legislator Fred Towle, Acting Chairman

Member Absent:

Legislator George Guldi, Chairman (Excused)

Also in Attendance:

Paul Sabatino, Counsel to the Legislature
Bill Faulk, County Executive's Office
Carria Mason-Draffen, Newsday
Basia Braddish, Suffolk County Attorney's Office
Jim Burke, Suffolk County Real Estate
Ann Marie Carbonetto, Suffolk County Health Department
Larry Kincaid, Self
Bob Diamond, Aide to Legislator Guldi
Bill Jones, Suffolk County DSS
And all other interested parties

Minutes taken by:

Eileen Schmidt, Legislative Secretary

(The meeting was called to order at 1:40 P.M.)

ACTING CHAIRMAN TOWLE:

We'll start the meeting with the Pledge of Allegiance led by Legislator Fields.

SALUTATION

I've been asked to chair the meeting today because Legislator Guldi had a family emergency. His daughter has come down, I believe, with strep throat. So he's not going to be here today. Do we have any speaker cards

for the committee?

SPEAKER:

No.

ACTING CHAIRMAN TOWLE:

Okay. Why don't we move to the agenda.

TABLED RESOLUTIONS

1800. Authorizing the sales of surplus property sold at the May 15 and May 16, 2002 Auction pursuant to Local Law 13-1976 (Toussie Parcels). ASSIGNED TO WAYS & MEANS (Guldi) Is there a motion? Motion to table again?

LEGISLATOR BINDER:

Second.

ACTING CHAIRMAN TOWLE:

Second by Legislator Fields. Any discussion? All those in favor? All those opposed?

LEGISLATOR BINDER:

Abstention.

ACTING CHAIRMAN TOWLE:

Abstention which means that this bill would fail.

LEGISLATOR BINDER:

On a tabling you just need a majority of those present.

ACTING CHAIRMAN TOWLE:

So 2-1 it's tabled. **(Vote: 2-0-1-1 Abstain: Binder, Absent: Guldi)** If Counsel's in the building, why don't you join us since we're starting the meeting? We'll move on to the next one.

1847 Authorizing use of Blydenburgh County Park property by the Sierra Club, for fundraiser. ASSIGNED TO WAYS & MEANS AND PARKS, SPORTS & CULTURAL AFFAIRS (Crecca)

LEGISLATOR BINDER:

Motion to table.

ACTING CHAIRMAN TOWLE:

Motion to table by Legislator Binder second by myself. Legislator Fields.

LEGISLATOR FIELDS:

Did we get any information about whether or not this would be a problem for us to lease it out regarding a political group?

ACTING CHAIRMAN TOWLE:

Anything from Legislator Guldi's staff? Anything from the County Executive folks on this, nothing?

LEGISLATOR FIELDS:

When is the -- when did they want to use that; what was the date? Saturday, October 5th it looks like.

ACTING CHAIRMAN TOWLE:

I knew it was a date in October, I just couldn't remember what was the exact date.

LEGISLATOR FIELDS:

Well, we won't have another meeting before that.

ACTING CHAIRMAN TOWLE:

Yes. I mean, there's questions, they're concerns, you know, still stand to this date. I'm only stepping into the chair's meeting, but I distinctly remember at the last two meetings we had discussed contacting the group to find out what was going on and obviously you've gotten nothing.

SPEAKER:

(inaudible)

ACTING CHAIRMAN TOWLE:

Yeah. I remember Legislator Guldi's staff at the last meeting had mentioned they had requested it, but had not gotten any response. Well, we might as well table subject to call. I mean, because it will be over by the time the next meeting comes. Okay. Motion to table stands. Second by myself. Any discussion? There being none, all those in favor? All those opposed? Any abstentions? 1847 is tabled. **Vote: 3-0-0-1 Absent: Guldi)**

1925. Authorizing that Resolution No. 276-2000 be rescinded due to lack of payment of prior fee owner. ASSIGNED TO WAYS & MEANS (Co. Exec.)

MR. BURKE:

This is a -- we had rescinded a -- we had granted an abandonment and looked to rescind it cause they never paid back their taxes and interest. So after numerous attempts to contact them and request that they need to pay back their back taxes, they refuse to do that.

ACTING CHAIRMAN TOWLE:

Who sponsored the original resolution?

MR. BURKE:

The County Treasurer's Office would sponsor it.

ACTING CHAIRMAN TOWLE:

Who sponsored the 276-2000?

MR. BURKE:

You mean which Legislator?

ACTING CHAIRMAN TOWLE:

Yeah, which Legislator.

MR. BURKE:

Oh, I'm not sure of that.

ACTING CHAIRMAN TOWLE:

Did you have any conversation with the Legislator to find out what was going on with it?

MR. BURKE:

I don't know.

ACTING CHAIRMAN TOWLE:

Okay. Motion to table.

LEGISLATOR BINDER:

Second.

ACTING CHAIRMAN TOWLE:

Any discussion? There being none, all those in favor, all those opposed? 1925 is tabled. **(Vote: 3-0-0-1 Absent: Guldi)** Between now and the next meeting, please make sure you contact the Legislator who sponsored the bill so that they're aware of this problem and maybe they can try to rectify it before we rescind action taken by the Legislature.

MR. BURKE:

That would be pretty much the same story for the next time.

ACTING CHAIRMAN TOWLE:

Exactly. I kind of surmise that.

1926. Authorizing that Resolution No. 707-2000 be rescinded due to lack of payment of prior fee owner. ASSIGNED TO WAYS & MEANS (Co. Exec.) Motion by Legislator Binder second by myself to table. Any discussion, there being none. All those in favor, all those opposed? 1926 is tabled. **(Vote: 3-0-0-1 Absent: Guldi)** Same request would apply.

1927. Authorizing that Resolution No. 997-2000 be rescinded due to lack of payment of prior fee owner. ASSIGNED TO WAYS & MEANS (Co. Exec.) Same motion, same second. Same request would apply as well. All those in favor, all those opposed? Any abstentions? 1927 is tabled. . **(Vote: 3-0-0-1 Absent: Guldi)**

1928. Authorizing that Resolution No. 998-2000 be rescinded due to lack of payment of prior fee owner. ASSIGNED TO WAYS & MEANS (Co. Exec.) Same motion, same second. Same request. Any discussion? There being none, all those in favor, all those opposed? 1928 is tabled. . **(Vote: 3-0-0-1 Absent: Guldi)**

1950. Appropriating funds in connection with the interfacing of District Court Judgments in the County Clerk's Office (CP 1759). ASSIGNED TO WAYS & MEANS (Pres. Off.) There was obviously a need for a technical correction on this, was that made from the County Executive's Office at the last meeting? That's what my notes said.

MR. FAULK:

This is actually the Presiding Officer's resolution not ours.

ACTING CHAIRMAN TOWLE:

Okay. Wasn't there a question?

MR. FAULK:

There was a corrected copy to do. We'll skip over this one until Counsel comes in the room.

1960. Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Brookhaven for Affordable Housing purposes. ASSIGNED TO WAYS & MEANS (Co. Exec.) I'm going to make a motion again to table because I have still not resolved those questions with the Town of Brookhaven. Second by Legislator Binder. Being discussion, no. All those in favor, all those opposed? 1960 is tabled. . **(Vote: 3-0-0-1 Absent: Guldi)**

INTRODUCTORY RESOLUTIONS

2003. Authorizing reduced property tax payment for Stephen Grande (SCTM No. 1000-067.00-04.00-018.000) ASSIGNED TO WAYS & MEANS (Caracciolo)

LEGISLATOR BINDER:

We need Counsel to know if it meets the criteria. So we'll --

ACTING CHAIRMAN TOWLE:

We'll skip over this one. Unless it's a committee meeting I don't care what meeting he's in. He needs to be in this room.

LEGISLATOR BINDER:

Right.

ACTING CHAIRMAN TOWLE:

This is a scheduled meeting of the Legislature; we're doing resolutions he needs to come out of that meeting. So if somebody could go get him cause

I'm going to stop the meeting if he can't come here. I mean, this was a changed scheduled meeting and he was notified like everybody else. I'm going to skip over that one and I'll go to the Local Law 16's those are a little less treacherous, I guess.

LEGISLATOR BINDER:

Just ask if they're as of right.

ACTING CHAIRMAN TOWLE:

Yeah. Anything they send over here lately has been treacherous. I'll just leave it at that. Any by the way Legislator Binder I did chair this committee for two years so I'm familiar with the process. I feel like I have my assistant here telling me what I need. Okay.

LEGISLATOR BINDER:

(inaudible)

ACTING CHAIRMAN TOWLE:

Oh, yeah. I did this for two years. I was punished those two years.

LEGISLATOR BINDER:

I have to thank somebody that I wasn't on for those two years.

ACTING CHAIRMAN TOWLE:

You're very lucky, very lucky. We had 100 resolutions every committee. I don't know what I did that year.

2006. Authorizing the sale, pursuant to Local Law 16 – 1976, of real property acquired under Section 46 of the Suffolk County Tax Act. Craig Kurzenhauser (0200-493.40-03.00-498.000) ASSIGNED TO WAYS & MEANS (Co. Exec.) Assuming that all laws and compliances were met on this one.

MR. BURKE:

Yes. It's a timely filed redemption on this.

ACTING CHAIRMAN TOWLE:

Okay. Any discussion? There being none, all those in favor, all those opposed? Actually approved. There was a motion by Legislator Binder second by myself. **(Vote: 3-0-0-1 Absent: Guldi)**

2007. Authorizing the sale, pursuant to Local Law 16 – 1976, of real property acquired under Section 46 of the Suffolk County Tax Act. Edward Rafano (0204-013.00-06.00-013.002) ASSIGNED TO WAYS & MEANS (Co. Exec.)

MR. BURKE:

Same situation.

ACTING CHAIRMAN TOWLE:

Same motion, same second. There being no discussion, all those in favor, all those opposed? 2007 approved. **(Vote: 3-0-0-1 Absent: Guldi)**

2008. Authorizing the sale, pursuant to Local Law 16 – 1976, of real property acquired under Section 46 of the Suffolk County Tax Act. Jan Aranoff (0500-020.00-03.00-048.000) ASSIGNED TO WAYS & MEANS (Co. Exec.)

MR. BURKE:

Same situation, normal filed redemption application.

ACTING CHAIRMAN TOWLE:

Okay. Same motion, same second. Any discussion? There being none, 2008 is approved. **(Vote: 3-0-0-1 Absent: Guldi)**

2009. Authorizing the sale, pursuant to Local Law 16 – 1976, of real property acquired under Section 46 of the Suffolk County Tax Act. The Kingsland Group, Inc., (0500-054.00-02.00-041.000) ASSIGNED TO WAYS & MEANS (Co. Exec.) Same?

MR. BURKE:

Same situation, normal filed -- timely filed application.

ACTING CHAIRMAN TOWLE:

Why is this a company as opposed to individual?

MR. BURKE:

They're the mortgagee on the property. The owner was a Michael Hershowitz. They are the mortgagors they're entitled as a mortgagee to file for the (inaudible).

ACTING CHAIRMAN TOWLE:

Okay. Same motion, same second. There being no discussion, all those in favor, all those opposed? 2009 is approved. **(Vote: 3-0-0-1 Absent: Guldi)**

2010. Authorizing the sale, pursuant to Local Law 16 – 1976, of real property acquired under Section 46 of the Suffolk County Tax Act. Maureen Boccio (0500-318.00-02.00-071.000) ASSIGNED TO WAYS & MEANS (Co. Exec.) No relation to Phil Boccio is it?

MR. BURKE:

Not that I know of.

ACTING CHAIRMAN TOWLE:

Not that you know of. Counsel, I'm sorry to interrupt you, but clearly your legal expertise and knowledge was needed on a couple of things. We were scared to move without you.

MR. SABATINO:

I apologize, but there was this Vanderbilt Museum meeting that were (inaudible) last weekend.

ACTING CHAIRMAN TOWLE:

Not a problem. Not a problem. 2010?

MR. BURKE:

This is also a timely filed redemption.

ACTING CHAIRMAN TOWLE:

Okay. Same motion, Legislator Binder. Second Legislator Fields on this one. All those in favor? Opposed? 2010 is approved. . **(Vote: 3-0-0-1 Absent: Galdi)** Let's before we go on to 2011 let's go back if we could to a couple of questions that we had resolution 1950, Counsel. We skipped over it because apparently there was corrected copy that needed to be filed on that. That was appropriating funds in connection with the interfacing of District Court Judgments in the County Clerk's Office.

MR. SABATINO:

Yes. Actually, what happened on 1950 is a corrected copy was filed the day after the last meeting by the Presiding Officer. It's now Presiding Officer's bill. The County Executive apparently didn't want to file. So it's the Presiding Officer's bill, but the corrections were made so it's eligible for now.

ACTING CHAIRMAN TOWLE:

What about the bonding resolution because that was also a discussion at the last meeting.

MR. SABATINO:

No, that wasn't a problem. There was a bonding resolution. The problem was that there were some difficulties in the amending language and that's been corrected.

ACTING CHAIRMAN TOWLE:

Okay. I'll make a motion to approve 1950 seconded by Legislator Fields. Any discussion? There being none, all those in favor, all those opposed? 1950 is approved. **(Vote: 3-0-0-1 Absent: Galdi)** The other problem was 2003, Counsel. Authorizing a reduced property tax payment. Did this meet the criteria?

MR. SABATINO:

Okay 2003, this is an example of life in the post Caputo world at least temporarily which is right now because of the Caputo decision the only types of tax adjustments that are going to be recognized are going to be the ones that are under Section 30 of the Suffolk County Tax Act where you have to get a certification from an assessor. In this that there was some kind of a mistake or an error. In this case there is a certification from the Assessor in Southold quantifying the problem basically allowing for reduced payment of \$142.45.

ACTING CHAIRMAN TOWLE:

Any questions. There being none. Motion by Legislator Binder second by Legislator Fields to approve. There being no discussion. All those in favor? All those opposed? 2003 is approved. . **(Vote: 3-0-0-1 Absent: Galdi)**
We'll go back to the agenda, we were on,

2011. Authorizing the sale, pursuant to Local Law 16 – 1976, of real property acquired under Section 46 of the Suffolk County Tax Act. Southport Mortgage Limited Partnership (0900-056.00-03.00-022.000) ASSIGNED TO WAYS & MEANS (Co. Exec.)

MR. BURKE:

This is a normal timely filed redemption.

ACTING CHAIRMAN TOWLE:

Okay. Any discussion? There being none. Motion by Legislator Binder second by Legislator Fields to approve. All those in favor? All those opposed? Any abstentions? 2011 is approved. . **(Vote: 3-0-0-1 Absent: Galdi)** Counsel, just another issue that come up before you got here. I'm sure Legislator Binder in his ultimate wisdom is accurate, but just for the record. We had one bill where it's obviously there's only three committee members today, there was two to table one to abstain, it would still be tabled?

MR. SABATINO:

That would be characterized as tabled, yes.

ACTING CHAIRMAN TOWLE:

2012. Authorizing the sale, pursuant to Local Law 16 – 1976, of real property acquired under Section 46 of the Suffolk County Tax Act. Dorothy Kellen Frazier, as Administrator of the Estate of Nathaniel Walker (0900-070.00-01.00-022.000) ASSIGNED TO WAYS & MEANS (Co. Exec.)

MR. BURKE:

Also a timely redemption.

ACTING CHAIRMAN TOWLE:

Okay. Motion by Legislator Binder second by Legislator Fields. There being any discussion? No. All those in favor? All those opposed? Any abstentions? 2012 is approved. **(Vote: 3-0-0-1 Absent: Galdi)**

2013. Authorizing the sale, pursuant to Local Law 16 – 1976, of real property acquired under Section 46 of the Suffolk County Tax Act. Vergie Lee Green a/k/a Vergie Lee Carpenter (0100-057.00-03.00-058.000) ASSIGNED TO WAYS & MEANS (Co. Exec.) Same criteria?

MR. BURKE:

Yes, timely manner, yes.

ACTING CHAIRMAN TOWLE:

Thank you. Motion by Legislator Binder second by Legislator Fields. Any discussion? All those in favor? Opposed? Abstentions? 2013 is approved. .
(Vote: 3-0-0-1 Absent: Guldi)

2014. Authorizing the sale, pursuant to Local Law 16 – 1976, of real property acquired under Section 46 of the Suffolk County Tax Act. Pearl E. Stankus, Executrix of the Estate of Martha Elissabeth Leffler a/k/a Martta Elisabeth Leffler a/k/a Martha Leffler (0200-982.90-06.00-030.000) ASSIGNED TO WAYS & MEANS (Co. Exec.) Does this meet the criteria?

MR. BURKE:

Yes, it does, Mr. Legislator.

ACTING CHAIRMAN TOWLE:

Okay. Same motion, same second. Any discussion? Okay. All those in favor? Opposed? Abstentions? 2014 is approved. . **(Vote: 3-0-0-1 Absent: Guldi)**

2030. Authorizing use of Indian Island County Park by Birthright of Peconic. ASSIGNED TO WAYS & MEANS AND PARKS, SPORTS & CULTURAL AFFAIRS (Co. Exec.) This is to do what?

MR. FAULK:

It's authorizing the group to do a fundraiser at -- a walkathon at Indian Island County park for a fee of \$125.

ACTING CHAIRMAN TOWLE:

Okay.

LEGISLATOR BINDER:

May I ask a question?

ACTING CHAIRMAN TOWLE:

You said the fee was \$25?

MR. FAULK:

\$125.

ACTING CHAIRMAN TOWLE:

Legislator Binder first, then I get you Counsel, he just had a question.

LEGISLATOR BINDER:

Are they 501c3?

MR. FAULK:

I think yes, but I'm not sure I have to check for you.

LEGISLATOR BINDER:

Well, it's just important in that we need to know if they're categorized as not political because we were dealing with another one and I don't think we should favor one having tabled another. So I just want to make sure that it's categorized -- it's in the same category as or I should say it's not in the same category as Sierra Club.

MR. FAULK:

I'll check on it real quick for you.

LEGISLATOR BINDER:

Thanks.

ACTING CHAIRMAN TOWLE:

Counsel.

MR. SABATINO:

Mr. Chairman, it's missing -- is that -- the purpose of the fundraising normally the resolution has to say what the money is being raise for. It doesn't identify that so you might just want to get that in before.

ACTING CHAIRMAN TOWLE:

When is the walkathon scheduled for?

MR. SABATINO:

It's scheduled for October 12th. The deadline for corrected copies is Monday next week so you still have time, but it's just missing that. There's usually a provision, which says whatever the monies going to be used for.

ACTING CHAIRMAN TOWLE:

So we'll make a motion to table this. You need to get Legislator Binder's question answered and also have a corrected copy filed with that information.

LEGISLATOR BINDER:

And if we have to we'll discharge it on the floor, you know, if he gets me the information we can discharge at the time, you know, on Tuesday a week from Tuesday.

MR. SABATINO:

I'll get the information.

ACTING CHAIRMAN TOWLE:

It probably wouldn't be a bad idea either in the future if these groups are going to ask for things have somebody here from the group so if these questions had to be answered we'd at least have somebody here. Some of

these fly right through and then some of them pop up with a question. If we're sponsoring the bill I want to be able to answer questions. I mean, the same should apply for the County Executive's Office. 2013 motion to table by Legislator Binder second by myself. Any discussion? There being none 2030 is tabled. **(Vote: 3-0-0-1 Absent: Galdi)**

2032. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal law (Town of Riverhead) (0600-101.00-03.00-002.000). ASSIGNED TO WAYS & MEANS AND Health (Co. Exec.) I did get something from Legislator Caracciolo if I'm not mistaken that on this particular bill.

MR. SABATINO:

The only problem with 2032 is that it says the property is being requested for municipal use, but the box that was checked off just says others. So it's not clear what the municipal use. Normally it says like for parks or for a recharge basin or road widening that's missing on this one. That's missing by the request that was made by the town.

ACTING CHAIRMAN TOWLE:

Do we have a -- from the County Executive's Office do we have a -- what they're planning to do with the property?

LEGISLATOR FIELDS:

Yeah. It's on the backup.

ACTING CHAIRMAN TOWLE:

Counsel's saying no and I go --

LEGISLATOR FIELDS:

-- yes, there's a letter to Wayne Thompson from Miriam Zucker to use the irregularly shaped parcel. Would be difficult to develop for affordable housing --

MR. SABATINO:

It cannot be use -- that's why it's eligible -- it cannot be used for affordable housing purposes that's what makes it eligible for transfer, but where the request is suppose to identify the purpose it just says other.

MR. BURKE:

I believe it was supposed to be an expansion of a road leading into the landfill at the Town of Riverhead. I think that's what it was. They didn't check road highway they probably should have.

LEGISLATOR BINDER:

Motion to table.

ACTING CHAIRMAN TOWLE:

Second by myself. Obviously, between now and the next meeting let's get a firm what they plan to do with the property. Particularly, if they're going to

send a letter you'd think that they have it in the letter what they plan on doing with it. Motion by Legislator Binder second by myself to table. Any discussion? There being none. All those in favor? Opposed? Abstentions? 2032 is tabled. . **(Vote: 3-0-0-1 Absent: Guldi)** Moving on to,

2033 Authorizing extension of a lease of premises located at 689 Jericho Turnpike, Huntington, NY for the Department of Social Services. ASSIGNED TO WAYS & MEANS AND SOCIAL SERVICES (Co. Exec.) You guys want to talk to us today I guess. I gave you a choice you could've said no. One runs and the other one continues to come up. Okay. Why do you guys already look like you've been beaten? I mean, you just look like you don't want to do this. We're an easy group.

MS. BRADDISH:

I apologize about last time when you asked me a question. I actually had it in front of me, but I had said I don't know so many times on the Kellum that it just followed over.

ACTING CHAIRMAN TOWLE:

Yeah, just my charming personality. I have that affect on people. They lose track of their answers I guess. Okey dokey. Why don't you just quickly review what this is about?

MS. BRADDISH:

This is the Huntington Methadone Clinic. The prior lease expired a year ago although it has been in active negotiations probably six months prior to that time and in between attorney changes as well as total impasses on the negotiations it's been an extremely difficult one to the point where we were looking for other sites.

ACTING CHAIRMAN TOWLE:

So a total of 18 months of negotiations on this site that is what you're telling us?

MS. BRABBISH:

Yes. A matter of fact eviction proceedings had started. We had begun looking for other sites. We're actually involved, I mean, had taken other sites to the Space Committee so this has been going – it was a negotiating tactic on the landlord's part.

ACTING CHAIRMAN TOWLE:

How long was the original lease?

MS. BRABBISH:

Well, we originally went into a lease with them in 1975. Then it was updated after that.

ACTING CHAIRMAN TOWLE:

So the last lease, what was that timeframe?

MS. BRABBISH:

The last lease was from October 1st '96 to September 30th 2001.

ACTING CHAIRMAN TOWLE:

Okay. So it was basically a five-year lease give or take?

MS. BRABBISH:

Yes.

ACTING CHAIRMAN TOWLE:

Okay. So at the fourth and a half-year of the lease we finally sat down to start negotiating?

MS. BRABBISH:

Well, that's for renewal that's actually pretty good on our part to have something come up to us before it's actually expired.

ACTING CHAIRMAN TOWLE:

Obviously, not that good if we're at the 18-month mark. Okay.

MS. BRABBISH:

This one partly because of attorney changes things were looked at a little differently and it went through two-three attorney changes; I'm the third one to have actually handled it which created some difficulties understandably with their attorney and a lot of frustration and it was very antagonistic for quite awhile, to the point -- and when I looked at it to be totally honest I didn't want to give him things that had been presented before so that he commenced eviction proceedings. And then when he found out I was serious that we were going to leave then we started renegotiating in January. So it wasn't just negotiating there was a lot of other things going on there.

ACTING CHAIRMAN TOWLE:

You had a question Legislator Binder?

LEGISLATOR BINDER:

(inaudible) the difference in the lease.

MS. BRABBISH:

What do you mean the difference?

LEGISLATOR BINDER:

Any changes -- what are the changes?

ACTING CHAIRMAN TOWLE:

The last lease and then this lease.

MS. BRABBISH:

In this lease over the progression of time I should say in methadone clinics themselves the landlords are pretty much absolving themselves of everything and the County is assuming that role. This one was even more difficult in that they are absentee landlords. They live in Florida; they're elderly. They don't want anything to do with this building, nothing, and trying to resolve what we can do and what was just impossible for us to do was what ended up taking a long time after that.

ACTING CHAIRMAN TOWLE:

How long is the lease on this new lease?

MS. BRABBISH:

The new lease is 20 years. We will be – we have five years to do somewhat extensive reconstruction.

ACTING CHAIRMAN TOWLE:

How much did the rent go up on the building since we're now assuming all these new added responsibilities?

MS. BRABBISH:

Actually, the increase in the rent is minimal. I don't, I don't have – I think it was only about \$2.00.

MS. CARBONETTO:

Yes.

MS. BRABBISH:

It was minimal. It's in the shifting of responsibilities and then we have the construction cost, but the actual increase in the rent is in line with normal increments.

ACTING CHAIRMAN TOWLE:

So \$2.00 a square foot increase?

MS. BRABBISH:

It's in that ballpark. I don't have the exact figure here.

ACTING CHAIRMAN TOWLE:

Do we have the exact figure what we're paying a square foot?

MS. BRABBISH:

I have what we will be.

ACTING CHAIRMAN TOWLE:

What will we be paying? Let's go with that.

MS. BRABBISH:

11.90 per square foot.

ACTING CHAIRMAN TOWLE:

Okay.

MS. CARBONETTO:

(inaudible)

MS. BRABBISH:

Yah.

ACTING CHAIRMAN TOWLE:

Is any of this reimbursable, the rent, construction?

MS. CARBONETTO:

Usually, with the Health Department lease we get 33%. I'm not sure about a methadone clinic.

ACTING CHAIRMAN TOWLE:

Okay. So as to that question you're not sure. Fred, I hate to put you on the spot, but would you mind coming up for a second? As he's coming up are the construction cost reimbursable? Obviously not, that's why we don't construct our own buildings.

MR. BINDER:

Right.

ACTING CHAIRMAN TOWLE:

Why would we – oh, let me ask the first question I guess I'm jumping the gun? Fred, I guess the question was on the methadone clinic would we be able to reimburse or seek reimbursements on the rent under the Health Department?

MR. POLLERT:

To the extent that aid is available, yes, we are as long as we don't directly own the building and do the capital improvements ourselves. So the lease cost are reimbursable if we own the building the (inaudible) would be reimbursable over 30 years.

ACTING CHAIRMAN TOWLE:

What's the capital construction cost? Has DPW estimated that?

MS. BRABBISH:

Yes –

LEGISLATOR BINDER:

I think what you mean Fred, is that we don't get reimbursed on the capital construction cost, but no matter what the lease is we do get reimbursed on the lease.

MR. POLLERT:

That's correct.

ACTING CHAIRMAN TOWLE:

That's exactly what I expected him to say.

MR. POLLERT:

Right.

MS. BRABBISH:

I apologize. It's not built into the lease; DPW would have that number because the landlord is not doing the construction.

ACTING CHAIRMAN TOWLE:

Okay. –

MS. BRADDISH:

Just let me before we go on.

ACTING CHAIRMAN TOWLE:

Go ahead.

MS. BRADDISH:

He would not do it.

ACTING CHAIRMAN TOWLE:

Okay.

LEGISLATOR BINDER:

Could I ask what some of the other things are that we're taking on – other responsibilities –

ACTING CHAIRMAN TOWLE:

If I could just finish that one point Legislator Binder and then I'm done with my questions cause that's the only question I want an answer. My thought is whether he wanted to or not from our perspective to absorb the construction costs that we can't seek any reimbursement when if the owner of the building would have done it we could have re-seeked reimbursement to me would have sense to say okay then keep your building and lets find another location. That's just my thought, but I'll let Legislator Binder ask.

MS. BRADDISH:

But we couldn't find that was part of the reason why we ended up going back to him without telling him as much is we didn't have another site.

ACTING CHAIRMAN TOWLE:

What's the total square foot on this building? You're not adding any new square feet are you?

MS. BRADDISH:

No. 4,200.

ACTING CHAIRMAN TOWLE:

So there's not 4,200 square feet in the Town of Huntington available to the County of Suffolk for this purpose. Is that what you're telling me?

MS. BRABBISH:

Well, some of the sites we had were -- well, we have requirements on where they're going to be located. One of them was across the street from the high school. One of them was around the corner from a church.

ACTING CHAIRMAN TOWLE:

I mean, is it -- look obviously people don't want a methadone clinic in their neighborhood, but the reality is do you expect me to believe today that there's not 4200 square feet in the Town of Huntington to put a methadone clinic? I mean, is that what you're telling me? I mean, cause if it is I want to know so before I go look to see if there is space in the Town of Huntington I don't want to waste my time. So I just want to make sure I understand the answer to my question.

MS. BRADDISH:

We did not have one offered to us by the brokers who were asked to go find us premises.

ACTING CHAIRMAN TOWLE:

So we used a broker and not ourselves?

MS. BRADDISH:

Not just one, we used multiple. Terri Allar sends out a site description and it circulates among various brokers in the area who deal in the area and we got very limited response.

ACTING CHAIRMAN TOWLE:

Do we pay the brokers?

MS. BRADDISH:

No.

ACTING CHAIRMAN TOWLE:

Cause the brokers do this for free of charge.

MS. BRADDISH:

We don't pay the brokers.

ACTING CHAIRMAN TOWLE:

Who pays the brokers?

MR. SABATINO:

They get paid if they do the deal. The thing for them is to do the transaction.

ACTING CHAIRMAN TOWLE:

Of course, yeah. Okay, but we personally did not go out and look for space

we just depended on the brokers?

MS. BRADDISH:

Right.

ACTING CHAIRMAN TOWLE:

Okay.

LEGISLATOR BINDER:

Could you tell me what other responsibilities we picked up?

MS. BRADDISH:

Well, we have all the maintenance responsibilities now. You know in a typical –

LEGISLATOR BINDER:

What maintenance did they do, right?

MS. BRADDISH:

What –

LEGISLATOR BINDER:

What maintenance did they do and now what are we going to do?

MS. BRADDISH:

They – the last lease they really didn't do anything. What they wanted to transfer to us this time was a lot of additional insurance obligations, which is where we ended up stalling. They also wanted indemnification provisions where if we were sued we would provide all their defense and there were a lot of things that like insurance issues that we wouldn't give up. We wanted them to do the construction. They wouldn't do it so then it was they wanted to have oversight over who we selected to do it which we can't provide for in our RFP process the way we award contracts. So there was more a lot of negotiating. I mean, we are responsible for the building inside and out.

LEGISLATOR BINDER:

We just picked up all the insurance?

MS. BRADDISH:

No. They have provisions where they can add additional insurance. I mean, they can get – we have our insurance requirements, which are standard. We didn't change what we normally request although we specified because since we're going to be responsible for the construction we had to cover what the landlord expects us to carry during the construction which is normal. We would require that of a landlord doing our construction for us. I lost where I was going.

LEGISLATOR BINDER:

I'm just trying to get all the different things that we picked up.

MS. BRADDISH:

Okay. Let me –

LEGISLATOR BINDER:

-- in terms of responsibility or maybe liabilities.

MS. BRADDISH:

Oh, they also have a COLA, cost of living adjustment which will kick into place if it's greater than the 2.5 – or is that the increment?

LEGISLATOR BINDER:

Is it CPI?

MS. BRADDISH:

Yah. It's tied into that. So if they're getting a set 2.5 if it goes over that then there would be adjustments in the –

LEGISLATOR BINDER:

No, no. What you're saying is it's 2.5 or the CPI whichever is greater?

MS. BRADDISH:

It's 2.5 annually and then at the end of the 10th year and the 15th year we look at it and if CPI was actually greater than 12.5% they would make up the difference. So they have a guarantee.

LEGISLATOR BINDER:

So they have minimum 2.5% increase it's 2.5 whichever is greater or it's CPI whichever is greater –

MS. BRADDISH:

-- right --

LEGISLATOR BINDER:

-- but it's not adjusted until –

MS. BRADDISH:

-- certain increments in the years, yeah.

LEGISLATOR BINDER:

It's not adjusted –

MS. BRADDISH:

-- every year, no.

ACTING CHAIRMAN TOWLE:

Okay. Legislator Binder are you done with the inquisition? Legislator Fields you're up.

LEGISLATOR FIELDS:

You mentioned that the sites that you did look at were inappropriate, one was

right around the corner from a church. What's wrong with being around the corner from a church?

MS. CARBONETTO:

When you locate a methadone clinic you have rules and regulations from (inaudible) RDD that you have to follow in the location and it says you can't be near a church. You can't be near a school; you can't be near a place that serves food because then they intend to hang out, the clients. So there are certain guidelines that we have to follow in the location of methadone clinic.

LEGISLATOR FIELDS:

The lease sounds very problematic. Yeah, lucrative. Is it possible that if we were to table this today that someone from the County would go out themselves and look for a site rather than depending upon an agent to do that?

MS. BRADDISH:

We can do whatever you want. I'll just let you know and I think I mentioned it last time we have from the attorney a time limit to present him a fully executed lease otherwise he'll commence the eviction proceedings again.

LEGISLATOR FIELDS:

What's the time limit?

MS. BRADDISH:

October 30th.

LEGISLATOR FIELDS:

Okay. Well, we still have one more meeting so maybe within the next week or two we could get a list of -- does anybody agree with me or no?

ACTING CHAIRMAN TOWLE:

I agree with you. I wouldn't vote for this if I had to. We're going to give the guy a 25% increase in the rent. He's not going to pick up a dollar of the capital cost and then we're going to give him a 2 almost a 2½ % increase every year when we could have gotten reimbursed for this. Tell the guy to take his building we'll find another one. Thank you very much. I mean, this is ridiculous. I'm not going to vote for this as one Legislator on the committee, but that's up to the rest of you.

LEGISLATOR BINDER:

Motion to table.

ACTING CHAIRMAN TOWLE:

Motion to table by Legislator Binder.

LEGISLATOR FIELDS:

Second.

ACTING CHAIRMAN TOWLE:

Second by Legislator Fields. Any discussion? I think we've done that already. All those --

LEGISLATOR FIELDS:

Just the discussion.

ACTING CHAIRMAN TOWLE:

Legislator Fields.

LEGISLATOR FIELDS:

The only discussion would be that someone go out and look.

MS. CARBONETTO:

We did ask the administrator of the clinic if he had any recommendations or if he knew of any buildings in the area since he is there daily and he couldn't come up with any. So it's not that we did ask anybody that was familiar with the area from the department.

MS. BRADDISH:

We also had an offer from OTB on a site they had. That was the one I think that was too close to the school.

MS. CARBONETTO:

That's right.

MS. BRADDISH:

That's actually not one a broker gave us. It was too close to the school. So we really from outside sources I think we only got one.

ACTING CHAIRMAN TOWLE:

I won't speak for the other members of the committee, but I will speak for myself. I think what is clear is the committee wants someone from the Division of Real Estate not the Director of the Methadone Clinic who knows nothing about real estate; not some broker who we're faxing something over to and we don't know if that person's on vacation or even looked at this. Not any of those things, you know, where we ask the custodian sweeping the floor in the lobby, can you give us a building? Where a person whose in charge of County space from the Division of Real Estate actually goes into Huntington gets a list of locations to see if they're viable and tells us these are the 10 or 15 sites I personally visited and that are good or bad or indifferent or people are interested. And you know from my perceptive I mean, that's what I'd be looking at. I don't know if I'm speaking for the rest of you, but --

LEGISLATOR FIELDS:

You are.

ACTING CHAIRMAN TOWLE:

I know I could. It's a close relationship we all have. I feel the love here today.

LEGISLATOR BINDER:

(inaudible)

ACTING CHAIRMAN TOWLE:

I'm working on it. Give it a couple of months. Okay. Moving to 2033 we had a motion to table and a second. All those in favor? Opposed? 2033 is tabled.

ACTING CHAIRMAN TOWLE:

Moving on to 2036 authorizing the extension of a lease at a premises known at 1140 Motor Parkway in Hauppauge for the Department of Social Services. I see Mr. Jones in the back of the room.

MS. BRADDISH:

If I may just start?

ACTING CHAIRMAN TOWLE:

Feel free.

MS. BRADDISH:

An extension is kind of a misnomer.

ACTING CHAIRMAN TOWLE:

Okay.

MS. BRADDISH:

It's an amendment sort of --

ACTING CHAIRMAN TOWLE:

-- it's a County Executive resolution.

MS. BRADDISH:

What happened in this lease was it was a long-term 13-year lease with an option at the end of the third year to terminate. We exercised that option. We had to give them six months notice. We exercised that option in January, that was written into the original lease because -- you might want to tell them.

ACTING CHAIRMAN TOWLE:

Hi Bill, how are you?

MR. JONES:

Good afternoon. It has always been the intention of the department to seek a new location for 1140 Motor Parkway, our Smithtown center. Back in '99 when the lease was renegotiated it was renegotiated with a three year out, but at the time the County Attorney felt that they could get a better rate by doing a 13-year lease. You know the lease was set up with the out after three years. We exercised that option as Basia has indicated and in that interim period we've been to the Space Management Committee. We're

seeking a site some have been identified already. We're working on that process, we have not found that new site, and with this three-year extension within that next three-year period hopefully we'll find a new site and have a new center.

ACTING CHAIRMAN TOWLE:

So let me get this straight, Bill. We entered into a 13-year lease knowing full well that we were not planning on staying there 13 years, that we were going to be out in three years.

MR. JONES:

It was a fiscal call, Fred.

ACTING CHAIRMAN TOWLE:

No, no, I'm not questioning why it was said.

MR. JONES:

They said it was indicated and what the department cared about was the ability to get out of the lease after three years.

ACTING CHAIRMAN TOWLE:

In any event, what I said obviously is true based on what you just told us. So we're at the end of the three years. We've gotten no location set up and now you're asking for another three years. Is that right?

MR. JONES:

Well, the problem the reason I think that we're back here is that because there is no new site and we're not ready to move into a new location --

ACTING CHAIRMAN TOWLE:

-- I'm not concerned why you're here, I'm just asking of what I said is accurate. That we were planning on moving out in three years, we're at the end of the three years we don't have a new site and now you need another three years.

MR. JONES:

Correct.

ACTING CHAIRMAN TOWLE:

Okay. I think somebody should have thought about that 36 months ago not today at three year mark, but that's just me and I'm not blaming you personally it's not your problem.

MR. JONES:

I understand. May I say --

ACTING CHAIRMAN TOWLE:

-- feel free anything you want.

MR. JONES:

The process was begun through the Space Management Committee I would say about 18 months ago to identify a new site. In the process it's just a very slow as you have all discovered through Coram and other locations identifying a potential site. We've been before the Space Management Committee with a number of alternatives for this particular site. We narrowed it down in the Space Management Committee agrees that there are now like five priority sites. We're moving now to get a program to the potential developers and it's just for whatever reason and a whole sundry of reasons that the process just takes a very long time.

ACTING CHAIRMAN TOWLE:

Legislator Fields.

LEGISLATOR FIELDS:

Why three years and not one year?

MR. JONES:

Based again, just based on the experience of DPW and the County Attorney's Office in terms of identifying a site and getting it through the approval process just very similar to Coram, Legislator Fields, the amount of time that it takes if in fact we do a builders suit for example and by the time the developers gets all the local town approvals and actually builds it that in consultation with DPW and the County Attorney's Office, you know, a three year time frame seemed to be reasonable based on our previous experiences.

LEGISLATOR FIELDS:

I have one more question.

ACTING CHAIRMAN TOWLE:

Go right ahead, Legislator Fields.

LEGISLATOR FIELDS:

As a backup there is a public disclosure statement, who is this person who owns this building? Bill, do you know?

MR. JONES:

I believe his name -- the president I believe is Mr. Cohen of --

LEGISLATOR FIELDS:

-- Ron --

ACTING CHAIRMAN TOWLE:

-- wait a minute it's Ron Cohen hold on now I'm interested. Let see a little bit more about this one.

LEGISLATOR FIELDS:

What is it?

MR. JONES:

The name of the company is Long Island Industrial.

LEGISLATOR FIELDS:

It's hard to read it. No, who is the person though? I think in these disclosures don't we have to give not just the name of the company, but who the principal are? Who is the person and what is the relationship is really the question I'm asking?

MS. BRADDISH:

It's a limited liability corporation. I'm not sure --

ACTING CHAIRMAN TOWLE:

-- they're sheltered, we can't find out who they are.

LEGISLATOR FIELDS:

Isn't that the purpose of this form is to figure out who they are and what there relationship is?

ACTING CHAIRMAN TOWLE:

The form is flawed.

LEGISLATOR FIELDS:

Excuse me.

ACTING CHAIRMAN TOWLE:

The form is flawed.

MR. JONES:

(inaudible)

ACTING CHAIRMAN TOWLE:

Yeah, well, it's not really true we're not trying to get out of it we're trying to extend years.

LEGISLATOR BINDER:

Well, what I think is pretty clear is that the purposes extension to get out not extension to stay in so --

LEGISLATOR FIELDS:

-- but that extension takes six years.

ACTING CHAIRMAN TOWLE:

But what's clear is the day we signed the lease we should have started looking here. I mean, maybe I got up on the wrong side of the bed this morning, but I'm really tired of being treated like a bunch of morons. You entered into a lease; you put a clause in the lease so you could get out in three year. You're at the end of the three years and now asking for another

three years. Maybe I'm the only guy here that's stupid, but I wouldn't vote for this if I had to vote for this. I mean, it's ridiculous that we should've started the day we move into that building deciding what we were going to do instead of waiting to the 36th hour on the 36th day on the 36th month to say you know what we did another three years now to try to figure out something we thought about doing three years ago. And I don't care about the Department of Public Works was behind or the County Attorney's Office was behind or Social Services -- I don't care about any of that. What I care about is we consciously new we wanted to get out there at three years, we didn't. We waited half the time 18 months as Mr. Jones pointed out before we started doing anything. We obviously couldn't complete it in 18 months and now we want another three years to figure out how to get out of this. Have a nice day.

LEGISLATOR BINDER:

I agree all that being said in total agreement; the alternative is again, I guess they can start eviction proceedings because --

ACTING CHAIRMAN TOWLE:

-- the alternative to this Legislator Binder is to stop bringing this crap down to this committee and the people to do their homework and to do the jobs right from the very beginning and when we don't do that there's going to be consequences to pay.

LEGISLATOR BINDER:

Well, the problem is the consequences are something that we might not want to happen. I see where Fred Pollert's chomping at the bit; maybe I can get a comment from Fred.

MR. POLLERT:

No, I'm not chomping on the bit, but I would agree with you that this was a very troubling lease. When the Department of Social Services came in they wanted a short-term lease. What was negotiated was a long-term lease with a representation that we were going to be getting a better rate. What they didn't say is that at the expiration of the three years, I believe, if we didn't move out the rent jumped to the 13th year rental cost. I believe the Law Department has been successful in negotiating that down. It was an ugly dog lease to begin with. In addition to that the Space Committee was never informed that the clocks started to run when the landlord signed the lease not when the County signed the lease that was something else that was discovered by the Law Department. So from the Space Committee's point of view as a member of the Space Committee I share --

LEGISLATOR BINDER:

-- I changed my mind. I wouldn't vote for this if it were the only --

MR. POLLERT:

-- if I could just complete this.

LEGISLATOR BINDER:

Yeah, go ahead I want to hear the rest of this; it can only get better.

MR. POLLERT:

I'm not suggesting that you should not vote for this lease, in fact, we voted in the Space Committee to bring this before the Legislature. I think it's as good as it gets. I really want to commend the Law Department for coming in to attempt to rectify what has been a series of errors whoever caused them. And I'm just telling you as a member of the Space Committee I share your frustration with this lease and several other leases. I believe that the Law Department has done a good job in attempting to make a bad situation as good as it gets.

LEGISLATOR BINDER:

Can I ask, is this the same Law Department that negotiated the lease in the first place?

MR. POLLERT:

It's a different member of the Law Department. The individual who negotiated the lease is no longer with us.

LEGISLATOR BINDER:

And I don't want to know on the record.

ACTING CHAIRMAN TOWLE:

Oh, I do. Who's the person who negotiated the lease?

LEGISLATOR BINDER:

You are vicious.

ACTING CHAIRMAN TOWLE:

Trust me I'm done with this nonsense. I am done with this. Who is the person that negotiated the lease, does anybody know?

MS. BRADDISH:

I don't have the prior lease here to see who signed off.

MR. POLLERT:

I believe it was Roy Dragotta.

ACTING CHAIRMAN TOWLE:

Okay. Well, Legislator Fields I'll recognize you first for a motion.

LEGISLATOR BINDER:

No, no, wait a minute.

MS. BRADDISH:

Can I just make one comment?

ACTING CHAIRMAN TOWLE:

Any one you want. Just realize it's getting deeper as you guys are talking, but you feel free to say anything you want I don't want you to hold back.

MS. BRADDISH:

I'm on the tail end of this, but this came to the committee and as Fred indicated this is cleaning up what partially what we inherited and the significance of this lease is (a) we don't have anywhere to go. We submitted a termination notice so we've terminated and we put ourselves in the position that on October 1st, we're a holdover. Under the prior lease what happens is we escalate to the rental rate in the 13th year and I believe it was plus a penalty.

ACTING CHAIRMAN TOWLE:

I warned you not to go further. Who submitted the termination notice?

MS. BRADDISH:

I did at the request of the Department.

ACTING CHAIRMAN TOWLE:

Okay. Now didn't it strike you or the Department that before they submitted a notice blowing your brains out that you would've had another location to go into?

MS. BRADDISH:

Do you wonder why I was sitting over there doing that when I walked in?

ACTING CHAIRMAN TOWLE:

No. I thought you were looking at the help wanted ads. I mean, what are you guys doing? Why would you submit that notice not having another location to go to?

MS. BRADDISH:

I didn't want to be tr -- I can't speak for Social Services, but they know that they've wanted to move. I don't know --

ACTING CHAIRMAN TOWLE:

-- why didn't we just ignore that clause at that point knowing we did not have a place to go? Why would you submit that notice and put the gun to our head?

MS. BRADDISH:

They didn't want to be locked into that space for another ten years.

ACTING CHAIRMAN TOWLE:

Okay. So when they now go to Social Services why would your department submit that notice without having an alternative site to go to?

LEGISLATOR BINDER:

Because the other ten years kick in. If you don't -- if they didn't put the notice in it would become a 13 year lease.

ACTING CHAIRMAN TOWLE:

But guess what, you had three years to fix that problem.

LEGISLATOR BINDER:

But they didn't that's the thing.

ACTING CHAIRMAN TOWLE:

So you forego it and move on.

LEGISLATOR BINDER:

No, they can't forego it. The problem was really a dance of screw-ups from the beginning. This is an absolutely unbelievable lease to hear. I have to tell you something. This is beyond unbelievable to hear the terms of this lease. Then to hear that knowing the gun would be to our heads in three years that from the first moment and I guess -- first off we didn't even know obviously that it was who was going to sign when the clock started. The clock didn't even start when we signed the lease; the clock started when they signed the lease even though it's not an execu -- fully executed lease. So the clock starts, but when we realize this how -- no, no, everything changed.

ACTING CHAIRMAN TOWLE:

What happened you were with them one minute ago what happened here?

LEGISLATOR BINDER:

I was let me tell you --

ACTING CHAIRMAN TOWLE:

-- you're on the wrong side I've been trying to tell you --

LEGISLATOR BINDER:

-- I tell you something, the closer I get to Legislator Towle the more enlightened I feel. No, actually, this is unbelievable. So now why didn't -- why did we wait 18 months to start looking for the new -- why didn't we start the first moment knowing we had three years? Why didn't we work like dogs from the first moment of this lease to make sure that in three years it was not a question when we had to give this notice otherwise we're locked into 13 year that we were ready to get out?

ACTING CHAIRMAN TOWLE:

We were busy.

LEGISLATOR BINDER:

What were they doing? What was the department doing?

MR. JONES

We had other priorities at that particular time. We had Coram, you know, we negotiated an original Coram lease. We negotiated a second Coram lease.

We did MacArthur, the MacArthur Park. We did several other major other buildings.

LEGISLATOR BINDER:

Somebody -- all right, but somebody needs to be assigned to this thing from the first moment to make sure that that we wouldn't be there at the time the triggers pulled and the gun was to our head. Now -- so now if we give three years, let me ask you what this is cause this is I can see what's happening there's no choice in this thing. We're going to have to vote for it because --

LEGISLATOR FIELDS:

-- no we're not --

LEGISLATOR BINDER:

-- if we don't --

LEGISLATOR FIELDS:

-- no we're not --

LEGISLATOR BINDER:

-- cause if we don't --

MANY SPEAKERS:

(inaudible)

LEGISLATOR BINDER:

-- okay that's fine. I'm going to vote yes because if we don't do it we're locked in for another 10 years to a lousy lease that gets us to 13.

LEGISLATOR FIELDS:

No, we're not.

MS. BRADDISH:

No, we locked into being a holdover subject to eviction and escalated rent.

MR. POLLERT:

With a tremendous high rent kicking in because what then happens is you go back to the original lease which has if you go out you're paying tremendously inflated rates. They use to escalator clause as if you were there for 13 years as a holdover and the reason the negotiating didn't begin at least speaking for the Space Committee myself, as a representative we didn't know it was a major problem. When we signed the lease we thought people were happy with the lease. So 18 months went before the Space Committee followed up on this.

LEGISLATOR BINDER:

Okay. So --

MR. JONES

So the difference as you'll see on the proposed amendment before you is that

in year one the annual rent would be \$580,000 per year. If we went -- if this is not passed and we're a holdover there the rent would jump to \$666,000 per year. So by re-negotiating this particular lease there's a saving of approximately \$80,000 a year.

LEGISLATOR BINDER:

So here's the other question. Here's the question. Do we have --

SPEAKER:

(inaudible)

LEGISLATOR BINDER:

-- there's a lot of answers I do and don't want here. I'm trying to --

MR. JONES

-- you know, for a department standpoint we appreciate, you know, as I've stated here before, before the Social Services Committee on other leases and stuff there is a tremendous frustration with, you know, the amount of time that this process takes, but that is the current reality. That is reality that I've experienced in the four years that I've been over at the department. We sort additional sites. We've probably reviewed close to 30 sites --

LEGISLATOR BINDER:

-- I understand, but --

MR. JONES

-- and we bring them back to the Space Committee.

LEGISLATOR BINDER:

Bill, the problem is that we've been looking half the time that we could've been looking. In other words, for some reason we didn't spend all our time looking. Now of course you're telling us we're going to spend all our time looking. Is there a possibility that they take less than three years? Can we do it for two years? Could we do this, I mean, would they do this for less than three years?

MS. BRADDISH:

We don't have anywhere to go.

LEGISLATOR BINDER:

No, no, I'm asking a question, the owners. Have you looked at trying to get the owners to agree to less than --

MS. BRADDISH:

-- no. We negotiated or Terri negotiated three years because that was what we were told was needed to find another place to go to.

ACTING CHAIRMAN TOWLE:

I thought Roy negotiated this.

LEGISLATOR BINDER:

No, no, this is negotiation on this three years.

MS. BRADDISH:

I'm talking about the new one. This is a stop gap measure. It's not a lease. There was really no terms -- were negotiated. All's we did was rent because it was either --

LEGISLATOR BINDER:

-- who's in this building? Who's in the building?

MR. JONES:

We have a client benefit center. It's also a Medicaid center. It has HEAP. It has our Fair Hearing Unit. It's a, you know, totally --

LEGISLATOR BINDER:

-- and the catch pin area is Hauppauge, Smithtown.

MR. JONES:

Correct.

LEGISLATOR BINDER:

And so without that Hauppauge, Smithtown loses basically an office. Where would the people go that are going there if that were to close. Where would people go for the same services?

MR. JONES:

Well, they would have to go either to our south shore center, which is in the Heartland Industrial Park, or to Wyandanch. Possibly to --

LEGISLATOR BINDER:

-- wait a minute. Heartland by Deer Park, okay.

MR. JONES:

By Deer Park, right.

LEGISLATOR BINDER:

Right.

MR. JONES:

And to the -- or to the Wyandanch Center or possibly to Coram.

ACTING CHAIRMAN TOWLE:

What's the square footage, Bill? What's the square footage?

MS. BRADDISH:

32,000 square feet.

MR. JONES:

32,000 square feet.

ACTING CHAIRMAN TOWLE:

Okay.

MR. JONES:

The problem with that is is that there's no additional space at any of those facilities that I just mentioned that would accommodate additional workers nor lobby space to accommodate reallocating all those clients to those particular centers.

ACTING CHAIRMAN TOWLE:

And when you say that there is no other space available, we based that on what the same thing we send out letters to brokers? You said there's no other space available for us to move into.

MS. BRADDISH:

Oh, no, no, I didn't mean that we're looking at either construction or modifying it to our needs the sites that are presently before the committee. Three of them I believe are build to suits and two of them would require total pretty much demolition and rebuilt. They're almost built to suits. Those are the five that we have available to us right now that are in Space Committee.

ACTING CHAIRMAN TOWLE:

And I'm assuming Legislator Binder asked my next question; it's going to take three years to build -- there's not a place -- we've looked meaning we County employees have -- went out and looked at sites, you know, X number of sites?

MS. BRADDISH:

We -- the same thing it goes out to brokers I believe the request is substantially more than this for space.

MR. JONES:

Right.

MS. BRADDISH:

The SAR is I think for 40,000 with expandability to 50,000.

ACTING CHAIRMAN TOWLE:

Who's in charge of the Space Committee? Who's the chairperson of the Space Committee?

MR. JONES:

The Commissioner of Department of Public Works.

ACTING CHAIRMAN TOWLE:

Okay.

MR. JONES:

You know Rich LaValle as his deputy normally chairs the meetings.

ACTING CHAIRMAN TOWLE:

From a County Executive's point of view this you could consider official request. I'll put it in writing if -- in fact I'll ask Counsel to send over a letter. Someone from the Department of Public Works should be here on every and all leases. Either the representative who sits on the Space Management Committee or the Commissioner or his designee to be able to get up and answer questions, you know, in regarding construction. I can't expect the Department or the County Attorney's Office to be able to answer construction questions and there's obviously issues as far as that goes. And I know Legislator Fields is about to jump out of her sit so I'm going to recognize her.

LEGISLATOR FIELDS:

I'm definitely not going to vote to approve this today, but #1 I really would like to know who the principles are and what there relationship is and I think that at any point whenever a lease comes in front of us we should have that. That's the first request. The second --

MS. BRADDISH:

Could I just ask a question -- is the disclosure not attached?

LEGISLATOR FIELDS:

Yeah, but you can't read it and you don't know what the relationship is.

MS. BRADDISH:

Okay.

LEGISLATOR FIELDS:

Secondly, this is not the first lease that Roy Dragotta has had some kind of --

SPEAKER:

(inaudible)

LEGISLATOR FIELDS:

-- no, I'm not going to be careful -- that Roy Dragotta has been involved in and so I guess my question is to the County Executive's representative, is he still being used as a consultant for Suffolk County?

MR. FALK:

That I can't answer I don't know.

LEGISLATOR FIELDS:

Does anybody know? Fred, do you see his list on any -- his name on any lists that the County has that we do consultant that we send money to consultants for in this year?

MR. POLLERT:

We could do an inquiry through the IFMS system, but it -- that is not

necessarily accurate. He could be a consultant, but just not turned in a bill or he could be on a retainer or something of that sort. So I can't say definitively one way or the other whether or not he has an active relationship with the County I have no idea.

LEGISLATOR FIELDS:

How could any Legislator find out if Roy Dragotta and a point blank question does Roy Dragotta in anyway shape or form have a relationship as a consultant with Suffolk County. How could we find that out?

MR. POLLERT:

Probably through the Law Department if they would have to enter into an agreement or at least sign off on an agreement between a County department and individual. Either a personal services contract or something of that sort. He could be a partner of a company that has a relationship with the County I don't know how you would bridge that.

LEGISLATOR FIELDS:

Okay. Well, then I'm going to ask for the for either Basia or the County Executive's Office to find out if Roy Dragotta in any way shape or form has any relationship as a consultant either through a partnership, through a company, through his own name since he's been retired from Suffolk County.

ACTING CHAIRMAN TOWLE:

I'm going to add one other additional thing to that. I want a listing of all contracts professional or otherwise that Mr. Pollert just outlined that have been signed off in the last 12 months (inaudible) County Attorney's Office and we recently put Ken Weiss on for example. That's something that was done obviously without legislative involvement or oversight. This particular request of Legislator Fields would be an example of that. Obviously, somebody in the department must approve, as Fred suggested these contracts for different county departments or divisions and obviously the Legislature finds out about it by reading about in the paper. So I'm tired of finding out about it that way. I want a list between now and the next Way and Means Committee. Obviously, you're not the person handling these records, but you can take that back to Bob Cimino of any and all contracts, you know, just basically who they were. What department? How much the contracts were for and what the services were for.

LEGISLATOR FIELDS:

I have more questions.

MS. BRADDISH:

Could I just have a clarification? I know you want me to find out, ask the County Attorney's do they have any, but I don't know if you mean like across the board past County employees who are on personal contracts with the County?

ACTING CHAIRMAN TOWLE:

Generic, any and all contracts not just County employees, but if we decided

to hire the ABC Lighting Company, Legislator Fields had a specific question in reference Roy Dragotta.

LEGISLATOR FIELDS:

Right. And I continue to have that.

ACTING CHAIRMAN TOWLE:

And obviously, I have it as well, but I think it brings to light the issue of the fact that the County Attorney's Office is signing off on consultants and contracts that we know nothing about.

LEGISLATOR FIELDS:

But, in addition, this is not the first lease that I have seen that just seems very peculiar that Roy Dragotta has not -- that has been involved in. And then I guess the other thing, which I seem to remember saying once or twice or three or four times before is that someone in the Social Services Department, should have been working on this. And I think if we look back in the minutes the verbatim minutes that we've had in the past we have mentioned from time to time to time on these leases you know the extent of the lease. You know the beginning time; you know the end time and then we always, always hear well, we're coming to the end of the lease and we haven't found anything yet. And then the second thing we hear is, we don't have anywhere else to go. The third thing is we're locked into this because we don't have anywhere to go and then we hear, well, it's going to be costly if we don't do it and Bill, you just said it's going to be costly. If you knew if was going to be costly if we had nowhere to go then it should have been of the first three year lease to say we have to find something before three years. So, you know, in any lease situation I think that if we're looking at a short-term lease that's go to be the priority, nothing else. I mean, all the leases then should be the priorities.

LEGISLATOR BINDER:

Motion to approve.

ACTING CHAIRMAN TOWLE:

Motion by Legislator Binder to approve. The room has now gone silent. Well, move to the next motion.

LEGISLATOR FIELDS:

Motion to table.

ACTING CHAIRMAN TOWLE:

Motion to table by Legislator Fields second by myself. I prefer to defeat this today to tell you the truth that's how annoyed I am. Okay. We had a motion and a second to table. All those in favor of tabling? Opposed of tabling myself and Legislator Binder. Tabling motion fails. Motion to approve on the table. Is there a second? There is none, therefore, without a second the resolution fails. **(Vote: 0-2-0-1 Absent: Guld)**

2036. Authorizing the extension of a lease of premises located at 1140 Motor Parkway, Hauppauge, NY for the Department of Social Services. ASSIGNED TO WAYS & MEANS AND SOCIAL SERVICES (Co. Exec.)

ACTING CHAIRMAN TOWLE:

Moving on to 2036 authorizing the extension of a lease at a premises known at 1140 Motor Parkway in Hauppauge for the Department of Social Services. I see Mr. Jones in the back of the room.

MS. BRADDISH:

If I may just start?

ACTING CHAIRMAN TOWLE:

Feel free.

MS. BRADDISH:

An extension is kind of a misnomer.

ACTING CHAIRMAN TOWLE:

Okay.

MS. BRADDISH:

It's an amendment sort of --

ACTING CHAIRMAN TOWLE:

-- it's a County Executive resolution.

MS. BRADDISH:

What happened in this lease was it was a long-term 13-year lease with an option at the end of the third year to terminate. We exercised that option. We had to give them six months notice. We exercised that option in January, that was written into the original lease because -- you might want to tell them.

ACTING CHAIRMAN TOWLE:

Hi Bill, how are you?

MR. JONES:

Good afternoon. It has always been the intention of the department to seek a new location for 1140 Motor Parkway, our Smithtown center. Back in '99 when the lease was renegotiated it was renegotiated with a three year out, but at the time the County Attorney felt that they could get a better rate by doing a 13-year lease. You know the lease was set up with the out after three years. We exercised that option as Basia has indicated and in that interim period we've been to the Space Management Committee. We're seeking a site some have been identified already. We're working on that process, we have not found that new site, and with this three-year extension within that next three-year period hopefully we'll find a new site and have a new center.

ACTING CHAIRMAN TOWLE:

So let me get this straight, Bill. We entered into a 13-year lease knowing full well that we were not planning on staying there 13 years, that we were going to be out in three years.

MR. JONES:

It was a fiscal call, Fred.

ACTING CHAIRMAN TOWLE:

No, no, I'm not questioning why it was said.

MR. JONES:

They said it was indicated and what the department cared about was the ability to get out of the lease after three years.

ACTING CHAIRMAN TOWLE:

In any event, what I said obviously is true based on what you just told us. So we're at the end of the three years. We've gotten no location set up and now you're asking for another three years. Is that right?

MR. JONES:

Well, the problem the reason I think that we're back here is that because there is no new site and we're not ready to move into a new location --

ACTING CHAIRMAN TOWLE:

-- I'm not concerned why you're here I'm just asking of what I said is accurate. That we were planning on moving out in three years, we're at the end of the three years we don't have a new site and now you need another three years.

MR. JONES:

Correct.

ACTING CHAIRMAN TOWLE:

Okay. I think somebody should have thought about that 36 months ago not today at three year mark, but that's just me and I'm not blaming you personally it's not your problem.

MR. JONES:

I understand. May I say --

ACTING CHAIRMAN TOWLE:

-- feel free anything you want.

MR. JONES:

The process was begun through the Space Management Committee I would say about 18 months ago to identify a new site. In the process it's just a very slow as you have all discovered through Coram and other locations identifying a potential site. We've been before the Space Management

Committee with a number of alternatives for this particular site. We narrowed it down in the Space Management Committee agrees that there are now like five priority sites. We're moving now to get a program to the potential developers and it's just for whatever reason and a whole sundry of reasons that the process just takes a very long time.

ACTING CHAIRMAN TOWLE:

Legislator Fields.

LEGISLATOR FIELDS:

Why three years and not one year?

MR. JONES:

Based again, just based on the experience of DPW and the County Attorney's Office in terms of identifying a site and getting it through the approval process just very similar to Coram, Legislator Fields, the amount of time that it takes if in fact we do a builders suit for example and by the time the developers gets all the local town approvals and actually builds it that in consultation with DPW and the County Attorney's Office, you know, a three year time frame seemed to be reasonable based on our previous experiences.

LEGISLATOR FIELDS:

I have one more question.

ACTING CHAIRMAN TOWLE:

Go right ahead, Legislator Fields.

LEGISLATOR FIELDS:

As a backup there is a public disclosure statement, who is this person who owns this building? Bill, do you know?

MR. JONES:

I believe his name -- the president I believe is Mr. Cohen of --

LEGISLATOR FIELDS:

-- Ron --

ACTING CHAIRMAN TOWLE:

-- wait a minute it's Ron Cohen hold on now I'm interested. Let see a little bit more about this one.

LEGISLATOR FIELDS:

What is it?

MR. JONES:

The name of the company is Long Island Industrial.

LEGISLATOR FIELDS:

It's hard to read it. No, who is the person though? I think in these

disclosures don't we have to give not just the name of the company, but who the principal are? Who is the person and what is the relationship is really the question I'm asking?

MS. BRADDISH:

It's a limited liability corporation. I'm not sure --

ACTING CHAIRMAN TOWLE:

-- they're sheltered, we can't find out who they are.

LEGISLATOR FIELDS:

Isn't that the purpose of this form is to figure out who they are and what there relationship is?

ACTING CHAIRMAN TOWLE:

The form is flawed.

LEGISLATOR FIELDS:

Excuse me.

ACTING CHAIRMAN TOWLE:

The form is flawed.

MR. JONES:

(inaudible)

ACTING CHAIRMAN TOWLE:

Yeah, well, it's not really true we're not trying to get out of it we're trying to extend years.

LEGISLATOR BINDER:

Well, what I think is pretty clear is that the purposes extension to get out not extension to stay in so --

LEGISLATOR FIELDS:

-- but that extension takes six years.

ACTING CHAIRMAN TOWLE:

But what's clear is the day we signed the lease we should have started looking here. I mean, maybe I got up on the wrong side of the bed this morning, but I'm really tired of being treated like a bunch of morons. You entered into a lease; you put a clause in the lease so you could get out in three year. You're at the end of the three years and now asking for another three years. Maybe I'm the only guy here that's stupid, but I wouldn't vote for this if I had to vote for this. I mean, it's ridiculous that we should've started the day we move into that building deciding what we were going to do instead of waiting to the 36th hour on the 36th day on the 36th month to say you know what we did another three years now to try to figure out something we thought about doing three years ago. And I don't care about the Department of Public Works was behind or the County Attorney's Office was

behind or Social Services -- I don't care about any of that. What I care about is we consciously new we wanted to get out there at three years, we didn't. We waited half the time 18 months as Mr. Jones pointed out before we started doing anything. We obviously couldn't complete it in 18 months and now we want another three years to figure out how to get out of this. Have a nice day.

LEGISLATOR BINDER:

I agree all that being said in total agreement; the alternative is again, I guess they can start eviction proceedings because --

ACTING CHAIRMAN TOWLE:

-- the alternative to this Legislator Binder is to stop bringing this crap down to this committee and the people to do their homework and to do the jobs right from the very beginning and when we don't do that there's going to be consequences to pay.

LEGISLATOR BINDER:

Well, the problem is the consequences are something that we might not want to happen. I see where Fred Pollert's chomping at the bit; maybe I can get a comment from Fred.

MR. POLLERT:

No, I'm not chomping on the bit, but I would agree with you that this was a very troubling lease. When the Department of Social Services came in they wanted a short-term lease. What was negotiated was a long-term lease with a representation that we were going to be getting a better rate. What they didn't say is that at the expiration of the three years, I believe, if we didn't move out the rent jumped to the 13th year rental cost. I believe the Law Department has been successful in negotiating that down. It was an ugly dog lease to begin with. In addition to that the Space Committee was never informed that the clocks started to run when the landlord signed the lease not when the County signed the lease that was something else that was discovered by the Law Department. So from the Space Committee's point of view as a member of the Space Committee I share --

LEGISLATOR BINDER:

-- I changed my mind. I wouldn't vote for this if it were the only --

MR. POLLERT:

-- if I could just complete this.

LEGISLATOR BINDER:

Yeah, go ahead I want to hear the rest of this; it can only get better.

MR. POLLERT:

I'm not suggesting that you should not vote for this lease, in fact, we voted in the Space Committee to bring this before the Legislature. I think it's as good as it gets. I really want to commend the Law Department for coming in to attempt to rectify what has been a series of errors whoever caused them.

And I'm just telling you as a member of the Space Committee I share your frustration with this lease and several other leases. I believe that the Law Department has done a good job in attempting to make a bad situation as good as it gets.

LEGISLATOR BINDER:

Can I ask, is this the same Law Department that negotiated the lease in the first place?

MR. POLLERT:

It's a different member of the Law Department. The individual who negotiated the lease is no longer with us.

LEGISLATOR BINDER:

And I don't want to know on the record.

ACTING CHAIRMAN TOWLE:

Oh, I do. Who's the person who negotiated the lease?

LEGISLATOR BINDER:

You are vicious.

ACTING CHAIRMAN TOWLE:

Trust me I'm done with this nonsense. I am done with this. Who is the person that negotiated the lease, does anybody know?

MS. BRADDISH:

I don't have the prior lease here to see who signed off.

MR. POLLERT:

I believe it was Roy Dragotta.

ACTING CHAIRMAN TOWLE:

Okay. Well, Legislator Fields I'll recognize you first for a motion.

LEGISLATOR BINDER:

No, no, wait a minute.

MS. BRADDISH:

Can I just make one comment?

ACTING CHAIRMAN TOWLE:

Any one you want. Just realize it's getting deeper as you guys are talking, but you feel free to say anything you want I don't want you to hold back.

MS. BRADDISH:

I'm on the tail end of this, but this came to the committee and as Fred indicated this is cleaning up what partially what we inherited and the significance of this lease is (a) we don't have anywhere to go. We submitted

a termination notice so we've terminated and we put ourselves in the position that on October 1st, we're a holdover. Under the prior lease what happens is we escalate to the rental rate in the 13th year and I believe it was plus a penalty.

ACTING CHAIRMAN TOWLE:

I warned you not to go further. Who submitted the termination notice?

MS. BRADDISH:

I did at the request of the Department.

ACTING CHAIRMAN TOWLE:

Okay. Now didn't it strike you or the Department that before they submitted a notice blowing your brains out that you would've had another location to go into?

MS. BRADDISH:

Do you wonder why I was sitting over there doing that when I walked in?

ACTING CHAIRMAN TOWLE:

No. I thought you were looking at the help wanted ads. I mean, what are you guys doing? Why would you submit that notice not having another location to go to?

MS. BRADDISH:

I didn't want to be tr -- I can't speak for Social Services, but they know that they've wanted to move. I don't know --

ACTING CHAIRMAN TOWLE:

-- why didn't we just ignore that clause at that point knowing we did not have a place to go? Why would you submit that notice and put the gun to our head?

MS. BRADDISH:

They didn't want to be locked into that space for another ten years.

ACTING CHAIRMAN TOWLE:

Okay. So when they now go to Social Services why would your department submit that notice without having an alternative site to go to?

LEGISLATOR BINDER:

Because the other ten years kick in. If you don't -- if they didn't put the notice in it would become a 13 year lease.

ACTING CHAIRMAN TOWLE:

But guess what, you had three years to fix that problem.

LEGISLATOR BINDER:

But they didn't that's the thing.

ACTING CHAIRMAN TOWLE:

So you forego it and move on.

LEGISLATOR BINDER:

No, they can't forego it. The problem was really a dance of screw-ups from the beginning. This is an absolutely unbelievable lease to hear. I have to tell you something. This is beyond unbelievable to hear the terms of this lease. Then to hear that knowing the gun would be to our heads in three years that from the first moment and I guess -- first off we didn't even know obviously that it was who was going to sign when the clock started. The clock didn't even start when we signed the lease; the clock started when they signed the lease even though it's not an execu -- fully executed lease. So the clock starts, but when we realize this how -- no, no, everything changed.

ACTING CHAIRMAN TOWLE:

What happened you were with them one minute ago what happened here?

LEGISLATOR BINDER:

I was let me tell you --

ACTING CHAIRMAN TOWLE:

-- you're on the wrong side I've been trying to tell you --

LEGISLATOR BINDER:

-- I tell you something, the closer I get to Legislator Towle the more enlightened I feel. No, actually, this is unbelievable. So now why didn't -- why did we wait 18 months to start looking for the new -- why didn't we start the first moment knowing we had three years? Why didn't we work like dogs from the first moment of this lease to make sure that in three years it was not a question when we had to give this notice otherwise we're locked into 13 year that we were ready to get out?

ACTING CHAIRMAN TOWLE:

We were busy.

LEGISLATOR BINDER:

What were they doing? What was the department doing?

MR. JONES

We had other priorities at that particular time. We had Coram, you know, we negotiated an original Coram lease. We negotiated a second Coram lease. We did MacArthur, the MacArthur Park. We did several other major other buildings.

LEGISLATOR BINDER:

Somebody -- all right, but somebody needs to be assigned to this thing from the first moment to make sure that that we wouldn't be there at the time the triggers pulled and the gun was to our head. Now -- so now if we give three years, let me ask you what this is cause this is I can see what's happening there's no choice in this thing. We're going to have to vote for it because --

LEGISLATOR FIELDS:

-- no we're not --

LEGISLATOR BINDER:

-- if we don't --

LEGISLATOR FIELDS:

-- no we're not --

LEGISLATOR BINDER:

-- cause if we don't --

MANY SPEAKERS:

(inaudible)

LEGISLATOR BINDER:

-- okay that's fine. I'm going to vote yes because if we don't do it we're locked in for another 10 years to a lousy lease that gets us to 13.

LEGISLATOR FIELDS:

No, we're not.

MS. BRADDISH:

No, we locked into being a holdover subject to eviction and escalated rent.

MR. POLLERT:

With a tremendous high rent kicking in because what then happens is you go back to the original lease which has if you go out you're paying tremendously inflated rates. They use to escalator clause as if you were there for 13 years as a holdover and the reason the negotiating didn't begin at least speaking for the Space Committee myself, as a representative we didn't know it was a major problem. When we signed the lease we thought people were happy with the lease. So 18 months went before the Space Committee followed up on this.

LEGISLATOR BINDER:

Okay. So --

MR. JONES

So the difference as you'll see on the proposed amendment before you is that in year one the annual rent would be \$580,000 per year. If we went -- if this is not passed and we're a holdover there the rent would jump to \$666,000 per year. So by re-negotiating this particular lease there's a saving of approximately \$80,000 a year.

LEGISLATOR BINDER:

So here's the other question. Here's the question. Do we have --

SPEAKER:

(inaudible)

LEGISLATOR BINDER:

-- there's a lot of answers I do and don't want here. I'm trying to --

MR. JONES

-- you know, for a department standpoint we appreciate, you know, as I've stated here before, before the Social Services Committee on other leases and stuff there is a tremendous frustration with, you know, the amount of time that this process takes, but that is the current reality. That is reality that I've experienced in the four years that I've been over at the department. We sort additional sites. We've probably reviewed close to 30 sites --

LEGISLATOR BINDER:

-- I understand, but --

MR. JONES

-- and we bring them back to the Space Committee.

LEGISLATOR BINDER:

Bill, the problem is that we've been looking half the time that we could've been looking. In other words, for some reason we didn't spend all our time looking. Now of course you're telling us we're going to spend all our time looking. Is there a possibility that they take less than three years? Can we do it for two years? Could we do this, I mean, would they do this for less than three years?

MS. BRADDISH:

We don't have anywhere to go.

LEGISLATOR BINDER:

No, no, I'm asking a question, the owners. Have you looked at trying to get the owners to agree to less than --

MS. BRADDISH:

-- no. We negotiated or Terri negotiated three years because that was what we were told was needed to find another place to go to.

ACTING CHAIRMAN TOWLE:

I thought Roy negotiated this.

LEGISLATOR BINDER:

No, no, this is negotiation on this three years.

MS. BRADDISH:

I'm talking about the new one. This is a stop gap measure. It's not a lease. There was really no terms -- were negotiated. All's we did was rent because it was either --

LEGISLATOR BINDER:

-- who's in this building? Who's in the building?

MR. JONES:

We have a client benefit center. It's also a Medicaid center. It has HEAP. It has our Fair Hearing Unit. It's a, you know, totally --

LEGISLATOR BINDER:

-- and the catch pin area is Hauppauge, Smithtown.

MR. JONES:

Correct.

LEGISLATOR BINDER:

And so without that Hauppauge, Smithtown loses basically an office. Where would the people go that are going there if that were to close? Where would people go for the same services?

MR. JONES:

Well, they would have to go either to our south shore center, which is in the Heartland Industrial Park, or to Wyandanch. Possibly to --

LEGISLATOR BINDER:

-- wait a minute. Heartland by Deer Park, okay.

MR. JONES:

By Deer Park, right.

LEGISLATOR BINDER:

Right.

MR. JONES:

And to the -- or to the Wyandanch Center or possibly to Coram.

ACTING CHAIRMAN TOWLE:

What's the square footage, Bill? What's the square footage?

MS. BRADDISH:

32,000 square feet.

MR. JONES:

32,000 square feet.

ACTING CHAIRMAN TOWLE:

Okay.

MR. JONES:

The problem with that is is that there's no additional space at any of those facilities that I just mentioned that would accommodate additional workers nor lobby space to accommodate reallocating all those clients to those particular centers.

ACTING CHAIRMAN TOWLE:

And when you say that there is no other space available, we based that on what the same thing we send out letters to brokers? You said there's no other space available for us to move into.

MS. BRADDISH:

Oh, no, no, I didn't mean that we're looking at either construction or modifying it to our needs the sites that are presently before the committee. Three of them I believe are build to suits and two of them would require total pretty much demolition and rebuilt. They're almost build to suits. Those are the five that we have available to us right now that are in Space Committee.

ACTING CHAIRMAN TOWLE:

And I'm assuming Legislator Binder asked my next question; it's going to take three years to build -- there's not a place -- we've looked meaning we County employees have -- went out and looked at sites, you know, X number of sites?

MS. BRADDISH:

We -- the same thing it goes out to brokers I believe the request is substantially more than this for space.

MR. JONES:

Right.

MS. BRADDISH:

The SAR is I think for 40,000 with expandability to 50,000.

ACTING CHAIRMAN TOWLE:

Who's in charge of the Space Committee? Who's the chairperson of the Space Committee?

MR. JONES:

The Commissioner of Department of Public Works.

ACTING CHAIRMAN TOWLE:

Okay.

MR. JONES:

You know Rich LaValle as his deputy normally chairs the meetings.

ACTING CHAIRMAN TOWLE:

From a County Executive's point of view this you could consider official request. I'll put it in writing if -- in fact I'll ask Counsel to send over a letter. Someone from the Department of Public Works should be here on every and all leases. Either the representative who sits on the Space Management Committee or the Commissioner or his designee to be able to get up and answer questions, you know, in regarding construction. I can't expect the Department or the County Attorney's Office to be able to answer construction

questions and there's obviously issues as far as that goes. And I know Legislator Fields is about to jump out of her sit so I'm going to recognize her.

LEGISLATOR FIELDS:

I'm definitely not going to vote to approve this today, but #1 I really would like to know who the principles are and what there relationship is and I think that at any point whenever a lease comes in front of us we should have that. That's the first request. The second --

MS. BRADDISH:

Could I just ask a question -- is the disclosure not attached?

LEGISLATOR FIELDS:

Yeah, but you can't read it and you don't know what the relationship is.

MS. BRADDISH:

Okay.

LEGISLATOR FIELDS:

Secondly, this is not the first lease that Roy Dragotta has had some kind of --

SPEAKER:

(inaudible)

LEGISLATOR FIELDS:

-- no, I'm not going to be careful -- that Roy Dragotta has been involved in and so I guess my question is to the County Executive's representative, is he still being used as a consultant for Suffolk County?

MR. FALK:

That I can't answer I don't know.

LEGISLATOR FIELDS:

Does anybody know? Fred, do you see his list on any -- his name on any lists that the County has that we do consultant that we send money to consultants for in this year?

MR. POLLERT:

We could do an inquiry through the IFMS system, but it -- that is not necessarily accurate. He could be a consultant, but just not turned in a bill or he could be on a retainer or something of that sort. So I can't say definitively one way or the other whether or not he has an active relationship with the County I have no idea.

LEGISLATOR FIELDS:

How could any Legislator find out if Roy Dragotta and a point blank question does Roy Dragotta in anyway shape or form have a relationship as a consultant with Suffolk County. How could we find that out?

MR. POLLERT:

Probably through the Law Department if they would have to enter into an agreement or at least sign off on an agreement between a County department and individual. Either a personal services contract or something of that sort. He could be a partner of a company that has a relationship with the County I don't know how you would bridge that.

LEGISLATOR FIELDS:

Okay. Well, then I'm going to ask for the for either Basia or the County Executive's Office to find out if Roy Dragotta in any way shape or form has any relationship as a consultant either through a partnership, through a company, through his own name since he's been retired from Suffolk County.

ACTING CHAIRMAN TOWLE:

I'm going to add one other additional thing to that. I want a listing of all contracts professional or otherwise that Mr. Pollert just outlined that have been signed off in the last 12 months (inaudible) County Attorney's Office and we recently put Ken Weiss on for example. That's something that was done obviously without legislative involvement or oversight. This particular request of Legislator Fields would be an example of that. Obviously, somebody in the department must approve, as Fred suggested these contracts for different county departments or divisions and obviously the Legislature finds out about it by reading about in the paper. So I'm tired of finding out about it that way. I want a list between now and the next Way and Means Committee. Obviously, you're not the person handling these records, but you can take that back to Bob Cimino of any and all contracts, you know, just basically who they were. What department? How much the contracts were for and what the services were for.

LEGISLATOR FIELDS:

I have more questions.

MS. BRADDISH:

Could I just have a clarification? I know you want me to find out, ask the County Attorney's do they have any, but I don't know if you mean like across the board past County employees who are on personal contracts with the County?

ACTING CHAIRMAN TOWLE:

Generic, any and all contracts not just County employees, but if we decided to hire the ABC Lighting Company, Legislator Fields had a specific question in reference Roy Dragotta.

LEGISLATOR FIELDS:

Right. And I continue to have that.

ACTING CHAIRMAN TOWLE:

And obviously, I have it as well, but I think it brings to light the issue of the fact that the County Attorney's Office is signing off on consultants and contracts that we know nothing about.

LEGISLATOR FIELDS:

But, in addition, this is not the first lease that I have seen that just seems very peculiar that Roy Dragotta has not -- that has been involved in. And then I guess the other thing, which I seem to remember saying once or twice or three or four times before is that someone in the Social Services Department, should have been working on this. And I think if we look back in the minutes the verbatim minutes that we've had in the past we have mentioned from time to time to time on these leases you know the extent of the lease. You know the beginning time; you know the end time and then we always, always hear well, we're coming to the end of the lease and we haven't found anything yet. And then the second thing we hear is, we don't have anywhere else to go. The third thing is we're locked into this because we don't have anywhere to go and then we hear, well, it's going to be costly if we don't do it and Bill, you just said it's going to be costly. If you knew if was going to be costly if we had nowhere to go then it should have been day one of the first three year lease to say we have to find something before three years. So, you know, in any lease situation I think that if we're looking at a short-term lease that's go to be the priority, nothing else. I mean, all the leases then should be the priorities.

LEGISLATOR BINDER:

Motion to approve.

ACTING CHAIRMAN TOWLE:

Motion by Legislator Binder to approve. The room has now gone silent. Well, move to the next motion.

LEGISLATOR FIELDS:

Motion to table.

ACTING CHAIRMAN TOWLE:

Motion to table by Legislator Fields second by myself. I prefer to defeat this today to tell you the truth that's how annoyed I am. Okay. We had a motion and a second to table. All those in favor of tabling? Opposed of tabling myself and Legislator Binder. Tabling motion fails. Motion to approve on the table. Is there a second? There is none, therefore, without a second the resolution fails. **(Vote: 0-2-0-1 Absent: Galdi)** Any further discussion before the committee? Anybody appearing before us on cases or anything like that? There being none we stand adjourned at 2:45 P.M.

(Having no further business the Ways and Means Committee was adjourned at 2:45 P.M.)

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